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BOARD OF SUPERVISORS

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May 06, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

37 May 6, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVAL TO EXECUTE A CONTRACT WITH ABT SRBI, INC. TO CONDUCT THE LOS ANGELES COUNTY HEALTH SURVEY EFFECTIVE UPON EXECUTION BUT NO SOONER THAN DATE OF BOARD APPROVAL THROUGH NOVEMBER 30, 2016

SUBJECT

Request approval to execute a contract with Abt SRBI, Inc. to conduct the Los Angeles County Health Survey of residents of Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize and instruct the Director of the Department of Public Health (DPH), or his designee, to execute a contract, substantially similar to Exhibit I, with Abt SRBI, Inc. (Abt), to conduct the Los Angeles County Health Survey (2014 LACHS Cycle 1), effective upon contract execution but no sooner than date of Board approval through November 30, 2016, at a total County maximum obligation of \$1,899,219 and funded by the following sources: Los Angeles County Children and Family First - Proposition 10 Commission (First 5 LA) Grant Award; Substance Abuse Prevention and Control (SAPC) Federal Substance Abuse Prevention and Treatment (SAPT) Block Grant; Emergency Preparedness and Response Program (EPRP) Public Health Emergency Preparedness Cooperative Agreement (PHEP); Division of Chronic Disease and Injury Prevention's (CDIP) Nutrition Network and CDIP's Community Transformation Grant (CTG); Environmental Health Division; Department of Mental Health (DMH) Mental Health Services Act (MHSA) funds, Children's Medical Services (CMS); and net County cost (NCC).
2. Delegate authority to the Director of DPH, or his designee, to execute amendments that extend the contract term for up to two additional two-year-and-six-month periods through November 30, 2021, to conduct up to two additional survey cycles (Survey Cycles 2 and 3) at a maximum obligation not to exceed \$2,089,141 per Survey Cycle, contingent on the availability of new funding; adjust the

contract term for an additional six months to maximize grant funding; allow the rollover of unspent funds to future survey cycles; and/or provide an increase or decrease in funding up to 10 percent above or below each periods base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office.

3. Delegate authority to the Director of DPH, or his designee, to execute change notices to the contract that authorize modifications to or within budget categories, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow DPH to execute a contract with Abt to conduct the 2014 LACHS (Survey Cycle 1) to gather health status data and better serve Los Angeles County (County) communities and residents. The LACHS is a population-based random digit dial telephone survey of adults and children that is utilized by DPH to obtain population specific data to strategically formulate local response to public health issues. The data obtained through the LACHS is used for assessing health-related needs of County residents such as health care, health care utilization, health behaviors, health status, and perceptions about health related issues for the purposes of public health program planning and policy development and for public health program evaluation.

Since 1997, the LACHS has been DPH's primary vehicle for gathering data on a broad range of public health issues including access to care (e.g., insurance status, regular source of care, cost as barrier), utilization of preventive health services (e.g., mammography, pap testing), health behaviors (e.g., fruit and vegetable consumption, smoking), and demographic factors that are underlying determinants of health (e.g., race/ethnicity, income). Each LACHS builds upon previous surveys and contains repeated items to maximize comparability between survey periods. This allows DPH to track health issues over time and, given the large sample size, to also track data by Service Planning Area (SPA), Health District, and other large geographical regions. In addition, new items are added to each survey to capture emerging local public health issues.

The LACHS has two survey components: 1) a survey of randomly selected, non-institutionalized adults; and 2) a child survey administered to the parent/guardian or primary caretaker of a child between the ages of 0-17 years old who lives in the household and takes primary responsibility for the health of the randomly selected child. Interviews are conducted in English, Spanish, Chinese (Mandarin and Cantonese), Korean, and Vietnamese.

Given the County's large, unique, and diverse population, the LACHS is a valuable primary data collection tool that allows examination of valid, reliable, and representative data at the SPA and sub-SPA level, and for geopolitical districts. The results of the LACHS are not only utilized by DPH programs for planning and evaluation, but are broadly disseminated throughout different sectors of the community including the Community Health Councils, Inc., First 5 LA, the Children's Council, a variety of healthcare providers, and many health advocacy groups.

Approval of Recommendation 2 will enable DPH to amend the contract to adjust the term for a period of up to six months beyond the expiration date. Such amendments will only be executed if and when there is an unanticipated extension of the term of the applicable grant funding to allow additional time to complete services and utilize grant funding. This authority is being requested to enhance DPH's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of

Grant funds.

Approval of Recommendation 2 will also permit DPH to amend the contract to conduct LACHS Survey Cycles 2 and 3 in a timely and organized manner. A level of continuity is essential to the successful implementation of LACHS due to the excessive learning curve involved not only in the designing and implementing the survey, but developing the complex sampling scheme and weighting of results. Accurate, reliable and timely data collection per survey cycle is essential to effective decision making. Historically, funding for the LACHS has been supported by grant funding from First 5 LA and other DPH programs and County Departments. Since the LACHS is DPH's primary vehicle for gathering data and monitoring health trends, it is likely that funding will continue to be secured for the additional survey cycles. It is anticipated that future contributions from First 5 LA and other DPH programs, along with other revenue sources, such as grants and NCC funding, will meet the budgetary goals for subsequent LACHS. Survey Cycles 2 and 3 will only continue if the required amount of funding from First 5 LA, DPH, and other County Departments is secured.

Approval of Recommendation 3 will allow DPH to execute change notices to the contract that authorize modifications to or within budget categories, and corresponding service adjustments, as necessary to maximize the effectiveness of the LACHS cycles; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

Implementation of Strategic Plan Goals

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total program cost for the recommended contract is \$1,899,219, comprised of \$895,830 from First 5 LA; \$100,000 from SAPC's SAPT Federal Block Grant; \$200,000 from EPRP's PHEP 13-14 Carryover #2; \$150,000 from CDIP's Nutrition Network; \$126,398 from CDIP's CTG; \$50,000 from the Environmental Health Division; \$100,000 from DMH MHSA funds; \$100,000 from CMS; and \$176,991 in NCC.

Funding for this contract is included in DPH's Final Adopted Budget for fiscal year (FY) 2013-14 and will be included in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On May 14, 2013, your Board authorized DPH to accept and execute a forthcoming Grant Award from First 5 LA in an amount not to exceed \$996,000 for the anticipated period of July 1, 2013 through June 30, 2015, to support the LACHS.

On June 24, 2013, DPH notified your Board that it was exercising delegated authority to accept a grant award from First 5 LA in the amount of \$697,081 for the period of July 1, 2013 through June 30, 2014, to support the LACHS.

The 2014 LACHS will build on six previous surveys conducted in 1997, 1999, 2002, 2005, 2007, and 2011. Under the recommended contract, Abt will conduct the LACHS by administering 8,000 Adult Survey interviews ensuring that at least 500 of those interviews are completed in each SPA, and at least 21 percent of the Adult Survey respondents will be cell phone only. Additionally, Abt will conduct 6,000 Child Survey interviews with a "sufficiently knowledgeable adult", ensuring that at

least 500 interviews are completed in each SPA and at least 500 interviews are completed with families of 0-5 year olds. At least 20 percent of the Child Survey respondents will be cell phone only.

The Survey Cycle will be comprised of several stages. The first year of the Survey Cycle will include the design and development of the questionnaires, programming of the survey, translation of the survey, pre-testing and pilot testing. This will be followed by the data collection stage which will take approximately one year, after which Abt will complete the process for data “cleaning” and weighting of the data. The remainder of the Survey Cycle will consist of DPH and Abt working together to resolve any issues/questions, post survey data adjustments, etc., that may arise as DPH implements usage of the data to conduct analyses.

The data collected from the LACHS serves as a valuable resource of information not only for DPH but for other County departments, public agencies, academic institutions, and a range of other organizations throughout the County. The data will be broadly disseminated through published reports (e.g., Los Angeles Health briefs, Data Snapshots, the Key Indicators of Health by Service Planning Area, etc.), conference presentations, peer-reviewed manuscripts, DPH’s website, and through customized data requests for users throughout the County. The public can access data from the Surveys on the DPH website and by contacting DPH’s Office of Health Assessment and Epidemiology Section.

County Counsel has approved Exhibit I as to form.

Attachment A is the contracting opportunity announcement from the County website.

CONTRACTING PROCESS

On August 21, 2013, DPH released a Request for Proposals (RFP) to identify a qualified organization to conduct the 2014 LACHS (Survey Cycle 1). The RFP also stated that contingent upon contractor performance and the availability of funds, there was the possible option to extend the resultant Contract to fund Survey Cycles 2 and 3. All interested proposers were required to demonstrate experience in conducting similar health-related surveys and the ability to translate health-related survey information in multiple languages, including English, Spanish, Cantonese, Mandarin, Korean, and Vietnamese.

The contracting opportunity announcement was posted on the County of Los Angeles Online website (Attachment A) and DPH’s website. DPH received four proposals by the submission deadline. Proposals were reviewed by an evaluation committee that consisted of representatives from various programs within DPH who are subject matter experts.

Proposals were evaluated in accordance with the Evaluation Methodology for Proposals – Policy 5.054 approved by your Board on March 31, 2009. As a result of the evaluation process, DPH is recommending a contract award to one agency. The successful proposer received the highest score. DPH received a Letter of Intent from the recommended proposer.

On January 27, 2014, notifications of the RFP results were sent to selected and non-selected proposers. A debriefing was offered to the non-selected proposers. Three agencies requested and received a debriefing. Two of the three submitted an Intent to Request a Proposed Contractor Solicitation Review (PCSR). No transmittal forms to request a PCSR were received by the deadline.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow DPH to contract with Abt to conduct the LACHS and collect valuable information to be used by DPH, policymakers, healthcare providers, and community organizations to formulate local response to public health issues and improve the overall health status of County residents.

Respectfully submitted,

A handwritten signature in blue ink that reads "Jonathan E. Fielding". The signature is written in a cursive, flowing style.

JONATHAN E. FIELDING, M.D., M.P.H.

Director and Health Officer

JEF:ld

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

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STANDARD EXHIBITS

- Exhibit A – Statement(s) of Work
- Exhibit B – Scope(s) of Work
- Exhibit C – Budget(s)
- Exhibit D – Contractor's EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)

Contract No. PH-_____

LOS ANGELES COUNTY HEALTH SURVEY SERVICES AGREEMENT

THIS CONTRACT is made and entered into this _____
day of _____, 2014,

by and between

COUNTY OF LOS ANGELES
(hereafter "County")

and

ABT, SRBI, INC. (hereafter
"Contractor")

WHEREAS, California Health and Safety Code Section 101025 places upon
County's Board of Supervisors ("Board"), the duty to preserve and protect the public's
health; and

WHEREAS, California Health and Safety Code Section 101000 requires
County's Board to appoint a County Health Officer, who is also the Director of County's
Department of Public Health ("DPH" or "Department"), to provide services directed
toward the prevention or mitigation of communicable and infectious diseases within the
jurisdiction of County; and

WHEREAS, the term "Director" as used herein refers to the County's Director of
DPH, or his duly authorized designee; (hereafter jointly referred to as "Director"); and

WHEREAS, County is authorized by Government Code Section 31000 to
contract for these services, and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this contract and under the terms and conditions hereafter set forth; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1. APPLICABLE DOCUMENTS:

Exhibits A, B, C, D, E and F are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, budget, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits as listed below:

Standard Exhibits

- Exhibit A – Statement of Work
- Exhibit B – Scope of Work
- Exhibit C – Budget
- Exhibit D – Contractor's EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibit A (Statement of Work) and Exhibit B (Scope of Work), attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.

C. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

3. TERM OF CONTRACT:

The term of this Contract shall be effective upon date of execution as reflected on the first page of this Contract and shall continue in full force and effect through November 30, 2016, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The Contractor shall notify Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to Department at the address herein provided in Section 22, Notices.

4. MAXIMUM OBLIGATION OF COUNTY:

A. Effective upon date of execution through November 30, 2016, the maximum obligation of County for all services provided hereunder shall not exceed One Million, Eight Hundred Ninety-Nine Thousand, Two Hundred Nineteen Dollars (\$1,899,219), as set forth in Exhibit C, attached hereto and incorporated herein by reference.

B. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

C. The Contractor shall maintain a system of record keeping that will allow the contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under Paragraph 22, Notices.

D. No Payment for Services Provided Following Expiration/Termination of Contract: The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract.

Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5. INVOICES AND PAYMENT:

A. The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A and/or B elsewhere hereunder and in accordance with Exhibit C attached hereto and incorporated herein by reference.

B. The Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required reports and/or data. All billings shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor.

C. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance to the Budget(s) attached hereto and incorporated herein by reference.

D. Billings shall be submitted directly to DPH, Office of Health Assessment and Epidemiology, 313 North Figueroa Street, Room 127, Los Angeles, California 90012.

E. For each term, or portion thereof, that this Contract is in effect, Contractor shall provide an annual cost report within thirty (30) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles and clearly reflect all required information as specified in instructions and forms provided by the County.

If this Contract is terminated prior to the close of the contract period, the cost report shall be for that Contract period which ends on the termination date. The report shall be submitted within thirty (30) calendar days after such termination date.

The primary objective of the annual cost report shall be to provide the County with actual expenditure data for the contract period that shall serve as the basis for determining final amounts due to/from the Contractor.

If the annual cost report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts

due to/from Contractor is determined on the basis of the last monthly billing received.

Failure to provide the annual cost report may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

F. Upon expiration or prior termination of this Contract, Contractor shall submit, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

G. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the Record Retention and Audits provision of this Contract, County may withhold any claim for payment by Contractor if

Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Contract, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

(5) In addition to Sub-paragraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior years' Contract(s) between the County and Contractor. The withheld claims will be used to pay all outstanding delinquent amounts and upon the County being repaid all outstanding delinquent amounts, any remaining claims for payment will be made to the Contractor accordingly.

(6) County may withhold any claim for payment by Contractor if Contractor, in the judgment of the County is in material breach of this Contract or has failed to fulfill its obligations under this Contract until Contractor has cured said breaches and/or failures. County will provide written notice of its intention to withhold payment specifying said breaches and/or failure to Contractor.

H. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement from the contract for at least sixty (60) days at any point during the term of this contract.

6. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up to 10 percent (10%) above or below each term's annual base maximum obligation and 2) make modifications to or within budget categories within each budget, as reflected in Exhibit C, up to an adjustment between all budget categories equal to ten percent (10%) of each term's annual base maximum obligation, and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and

billings to County that an underutilization of funds provided under this Contract will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source and as authorized by the County's Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between budgets in this Contract shall be effectuated by an administrative amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or within budget categories within each budget, as reflected in Exhibit C, shall be effectuated by a change notice that shall be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15)

calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

7. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Contract (including its ADDITIONAL PROVISIONS), and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

B. The County's Board of Supervisors; the Chief Executive Officer or designee; or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity. To implement such changes, an Amendment to the Contract shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

C. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the contract term; the rollover of unspent Contract funds; and/or an increase or decrease in funding up to 10 percent (10%) above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Administrative Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each budget, as reflected in Exhibit C, up to an adjustment between all budget categories equal to 10 percent (10%) of each term's annual base maximum obligation, and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract.

8. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this CONFIDENTIALITY Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this CONFIDENTIALITY Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all

such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

C. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

D. Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit E.

9. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST:

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

10. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this

Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

11. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000) dollars, and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles – Department of Public Health
Contract Monitoring Unit
5555 Ferguson Drive, Suite 210
Commerce, California 90022
Attention: Chief Contract Monitoring Unit

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor.

Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance

of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' right of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a

bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

12. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to Insurance Services Office ["ISO"] policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than One Million Dollars (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an

employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law..

D. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

E. Property Coverage: Contractors given exclusive use of County owned or leased property shall carry coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

13. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

A. Contractor agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Contract, and all works based thereon, incorporated therein, or derived there from, shall be the sole property of County.

B. Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

C. With respect to any such items which come into existence after the commencement date of the Contract, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

D. During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

E. Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract,

which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

F. If directed to do so by County, Contractor will place the County name, its department names and/or its marks and logos on all items developed under this Contract. If also directed to do so by County, Contractor shall affix the following notice to all items developed under this Contract: "© Copyright 20XX (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor agrees that it shall not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g, curricula, text for vignettes, press releases, advertisements, text for public service announcements for any and all media types, pamphlets, brochures, fliers), software, audiovisual materials (e.g., films, videotapes, websites), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

14. PUBLICITY: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, shall have prior written approval from the Director or his/her designee prior to its publication, printing, duplication, and implementation with this Contract. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

15. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of five (5) years following the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted

accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. For additional information, please refer to the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/index.htm>

Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

- (1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.
- (2) A General Ledger.
- (3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.
- (4) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This

requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Contract.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of five (5) years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of

federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e. electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Preservation of Records: If following termination of this Contract Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of

each such audit report(s) with the Chief of the County's Department of Public Health ("DPH") Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with Federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DPH Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing

by County to extend the retention period. Audit work paper shall be made available for review by federal, State, or County representative upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and

shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the result shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim for payment by Contractor for any month or months for any deficiency(ies) not corrected.

H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an "unsubstantiated unit of service" shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean a stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County's payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within thirty (30) calendar days of termination of the Contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum Obligation.

(4) In no event shall County be required to pay Contractor for units of services that are not supported by actual allowable and documented costs.

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the budget(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

I. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Contract..

16. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST
ORDINANCE OR RESTRICTIONS ON LOBBYING:

A. The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160.

Failure on the part of the Contractor or any County Lobbyist or County Lobbying

firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

B. Federal Certification and Disclosure Requirement: Because federal monies are to be used to pay for Contractor's services under this Contract, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Contract also fully comply with all such certification and disclosure requirements.

17A CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A
FEDERALLY FUNDED PROGRAM:

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care

program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Contract.

17B CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76):

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of

its subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

17C. WHISTLEBLOWER PROTECTIONS:

A. Per statute 41 United States Code (U.S.C.) 4712, all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts are subject to whistleblower rights, remedies, and protections and may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.

B. Whistleblowing is defined as making a disclosure “that the employee reasonably believes” is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee’s disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law

enforcement agency; a court or grand jury; or a management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

C. The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Contractor Employee Whistleblower Protections that requires that all grantees, their subgrantees, and subcontractors: to inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; to inform their employees in writing of the employee whistleblower protections under statute 41 U.S.C. 4712 in the predominant native language of the workforce; and, contractors and grantees shall include such requirements in any agreement made with a subcontractor or subgrantee.”

17D. DATA DESTRUCTION:

A. Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles’ (“County”) data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization.

Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>)

B. The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within 10 business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

C. Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within 10 business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

18. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled ADDITIONAL PROVISIONS, of which the terms and conditions therein contained are part of this Contract.

19. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Contract, they shall be deemed a part of the operative provisions of this Contract and are fully binding upon the parties.

20. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Contract (including its ADDITIONAL PROVISIONS) and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Contract shall govern and prevail.

21. CONTRACTOR'S OFFICES: Contractor's office is located at 275 Seventh Avenue, Suite 2700, New York, New York 10001. Contractor's business telephone number is (212)779-7700, facsimile (FAX) number is (212)779-7785, and electronic Mail (e-mail) address is t.merry@srti.com. Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

22. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Contract. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health
Office of Health Assessment and Epidemiology
313 North Figueroa Street, Room 127
Los Angeles, California 90012-2659

Attention: Director

- (2) Department of Public Health
Contracts and Grants Division
313 North Figueroa Street, 6th Floor-West
Los Angeles, California 90012-2659

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

Abt SRBI, Inc.
275 Seventh Avenue, Suite 2700
New York, New York 10001

Attention: Scott Royal, Ph.D.

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ADDITIONAL PROVISIONS

ABT SRBI, INC.

LOS ANGELES COUNTY HEALTH SURVEY SERVICES

23. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor's Staff: County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the contractor's Project Manager.

C. Contractor's Staff Identification: All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of

beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. County shall perform the background check and bill Contractor for the cost.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not be placed and/or assigned within the Department of Public Health. During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff any information obtained through the County's criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

24. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without

consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

25. AUTHORIZATION WARRANTY:

Contractor hereby represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

26. BUDGET REDUCTION:

In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the

preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

27. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION

FLEXIBILITY:

In order for County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Contract, without cause, upon the giving of ten (10) calendar days written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Contract via a written amendment to this Contract.

28. COMPLAINTS: The Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

A. Within 30 business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.

B. The policy shall include, but not be limited to, when and how new clients as well as current and recurring clients are to be informed of the procedures to file a complaint.

C. The client and/or his/her authorized representative shall receive a copy of the procedure.

D. The County will review the Contractor's policy and provide the Contractor with approval of said policy or with requested changes.

E. If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within 30 business days for County approval.

F. If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

G. The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 15 business days of receiving the complaint.

H. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

I. Copies of all written responses shall be sent to the County's Project Manager within 3 business days of mailing to the complainant.

29. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Contract, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. To the

extent that there is any conflict between federal and State or local laws, the former shall prevail.

B. Contractor shall indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by county in its sole judgment, County shall be entitled to retain its own counsel, including limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

30. COMPLIANCE WITH CIVIL RIGHTS LAW:

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D – Contractor’s EEO Certification.

31. COMPLIANCE WITH THE COUNTY’S JURY SERVICE PROGRAM:

A. Jury Service Program: This Contract is subject to the provisions of the County’s ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is available on the internet at <http://publichealth.lacounty.gov/cg/index.htm>

B. Written Employee Jury Service Policy:

(1) Unless the Contractor has demonstrated to the County’s satisfaction either that the Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall

receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

(3) If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.

(4) Contractor’s violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, at its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

32. CONFLICT OF INTEREST:

A. No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and

no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

B. The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

33. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS:

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's

minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

B. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

34. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. Responsible Contractor: A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code: The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

C. Non-Responsible Contractor: The County may debar a Contractor if the Board of Supervisors finds, at its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board: If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity

to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds

for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

I. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

J. Subcontractors of Contractor: These terms shall also apply to Subcontractors of County Contractors.

35. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of

business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org

36. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

37. COUNTY'S QUALITY ASSURANCE PLAN:

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

38. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the locations where services are provided under provisions of this Contract are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

39. RULES AND REGULATIONS:

During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients, staff, or other individuals.

40. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

A. The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

B. If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

41. EMPLOYMENT ELIGIBILITY VERIFICATION:

A. The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the

citizenship or alien status requirements set forth in federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

B. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

42. FACSIMILE REPRESENTATIONS:

The County and the Contractor hereby agree to accept facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on time-sensitive Amendments prepared pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract. The facsimile transmission of such documents must be

followed by subsequent (non-facsimile) transmission of “original” versions of such documents within five working days.

43. FAIR LABOR STANDARDS:

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

44. FISCAL DISCLOSURE:

Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Contract a statement, executed by Contractor's duly constituted officers, containing the following information: (1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding; and (2) If during the term of this Contract, the source(s) of Contractor's funding changes, Contractor shall promptly notify Director in writing, detailing such changes.

45. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that County provides essential services to the residents of the communities they serve, and that these services are of particular

importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Contract, full performance by Contractor during any riot, strike, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Contract.

46. GOVERNING LAW, JURISDICTION, AND VENUE:

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

47. INDEPENDENT CONTRACTOR STATUS:

A. This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for

the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

C. The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

D. The Contractor shall adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.

48. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:

Contractor shall obtain and maintain during the term of this Contract, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and

certificate upon request of County's Department of Public Health (DPH) - at any time during the term of this Contract.

49. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental disability, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Contract are provided services without regard to race, color, religion, national origin, ethnic

group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation.

B. Facility Access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where federal funds are involved, and the Americans with Disabilities Act. Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

50. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State

laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation or condition of physical or mental disability, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provision of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status,

political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provision of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of the Paragraph have been violated, the same shall constitute a material breach of Contract upon which Director may suspend or County may determine to terminate this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a

determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity commission that Contractor has violated Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of the Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

51. NON-EXCLUSIVITY:

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the Department from acquiring similar, equal, or like goods and/or services from other entities or sources.

52. NOTICE OF DELAYS:

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

53. NOTICE OF DISPUTES:

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding

the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director shall resolve it.

54. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

55. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

56. PROHIBITION AGAINST INDUCEMENT OR PERSUASION:

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

57. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:

Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

58. PUBLIC RECORDS ACT:

A. Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

B. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or

“proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

59. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Contractor, in

conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Annually, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director, for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or earlier termination of this Contract, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or

obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

60. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

A. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to Director within ten (10) calendar days following execution of this Contract, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the

lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in sub-paragraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the names (s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and

the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

B. Business Ownership Disclosure: Contractor shall prepare and submit to Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Contract. If during the term of this Contract the Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor shall notify Director in writing of such changes within thirty (30) calendar days prior to the effective date thereof.

61. REPORTS: Contractor shall make reports as required by County concerning Contractor's activities and operations as they relate to this Contract and the provision of services hereunder. In no event, however may County require such reports

unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

62. RECYCLED CONTENT BOND PAPER:

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Contract.

63. SOLICITATION OF BIDS OR PROPOSALS:

Contractor acknowledges that County, prior to expiration or earlier termination of this Contract, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Contract. County and its Department of Public Health (DPH) shall make the determination to re-solicit bids or request proposals in accordance with applicable County policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

64. STAFFING AND TRAINING/STAFF DEVELOPMENT:

Contractor shall operate continuously throughout the term of this Contract with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the Exhibits attached hereto.

During the term of this Contract, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisorial position becomes vacant during the term of this Contract, Contractor shall, prior to filling said vacancy, notify County's Director. Contractor shall provide the above set forth required information to County's Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Contract.

Contractor shall institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall

develop and institute a plan for an annual evaluation of such training/staff development program.

65. SUBCONTRACTING:

A. For purposes of this Contract, subcontracts must be approved in advance in writing by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontract.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. (Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by the Director in the same manner as described above, before such amendment is effective.)

(5) Any other information and/or certification(s) requested by Director.

B. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Contract.

D. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

E. In the event that Director consents to any subcontracting, such consent shall be provisional, and shall not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including

Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

G. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS Paragraphs of the body of this Contract, and all of the provisions of the ADDITIONAL PROVISIONS.

Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Contract, on or immediately after the effective date of the subcontract, but in no event, later than the date and any services are to be performed under the subcontract.

H. The Contractor shall obtain certificates of insurance which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor.

I. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

J. The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

K. The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

66. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of the Contractor to maintain compliance with the requirements set forth in this Additional Provisions, Paragraph 36 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to this Additional Provisions, Paragraph 68, TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

67. TERMINATION FOR CONVENIENCE: The performance of services under this Contract may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar

day advance Notice of Termination specifying the extent to which performance of services under this Contract is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Contract on the date and to the extent specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Contract, in accordance with base Contract, Paragraph 15, RECORD RETENTION AND AUDITS, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of

Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

68. TERMINATION FOR DEFAULT: County may, by written notice of default to Contractor, terminate this Contract immediately in any one of the following circumstances:

A. If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Contract or any extension thereof as County may authorize in writing; or

B. If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem

appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Contractor was not in default under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to this Additional Provisions, Paragraph 46, TERMINATION FOR CONVENIENCE.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

69. TERMINATION FOR GRATUITIES AND/OR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Contract, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract, or making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

70. TERMINATION FOR INSOLVENCY: County may terminate this Contract immediately for default in the event of the occurrence of any of the following:

- A. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the Federal Bankruptcy Law or not;
- B. The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;
- C. The appointment of a Receiver or Trustee for Contractor;
- D. The execution by Contractor of an assignment for the benefit of creditors.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to

those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

71. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

72. TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

73. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Contract.

74. UNLAWFUL SOLICITATION:

Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

75. VALIDITY:

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

76. WAIVER:

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph

shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

77. WARRANTY AGAINST CONTINGENT FEES:

A. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

B. For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

78. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED
PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

79. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN
COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION
PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in this Additional Provision, Paragraph 56, WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206./

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

ABT SRBI, INC. _____
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
JOHN F. KRATTLI
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

#02879

Revised 11-01-13 – Approved by Counsel

Attachment A

Bid Detail Information

Bid Number : 2013-007
Bid Title : 2013-007 Los Angeles County Health Survey RFP
Bid Type : Service
Department : Public Health Program & Services
Commodity : CONSULTING SERVICES - ANALYTICAL STUDIES AND SURVEYS
Open Date : 8/21/2013
Closing Date : 10/18/2013 3:30 PM
Bid Amount : N/A
Bid Download : [Available](#)
Bid Description : LOS ANGELES COUNTY REQUEST FOR PROPOSALS FOR THE LOS ANGELES COUNTY HEALTH SURVEY
The Department of Public Health is issuing this Request for Proposals to solicit proposals from qualified organizations to award one (1) Contract to conduct the Los Angeles County Health Survey to residents of Los Angeles County. Proposals are due on October 18, 2013, by 3:30 p.m. PT. Electronic copies of the Request for Proposals and Addendum(s) can be obtained via the following County of Los Angeles website: <http://publichealth.lacounty.gov/cg/index.htm> under the "Open Solicitations for Public Health" heading.
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STATEMENT OF WORK

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ATTACHMENTS TO Exhibit A:

ATTACHMENT 1: LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH MAP
SERVICE PLANNING AREAS (SPA) AND HEALTH DISTRICTS (HD) –
2012

STATEMENT OF WORK (SOW)

1.0 INTRODUCTION

The Los Angeles County Health Survey (LACHS) is a population based random digit dial (RDD) telephone survey that provides the Los Angeles County (County) Department of Public Health (DPH) with information concerning the health of County residents. The data obtained through the LACHS is used for assessing health-related needs of County residents such as health care, health care utilization, health behaviors, health status, and perceptions about health-related issues for the purposes of public health program planning and policy development, and for public health program evaluation. The LACHS allows DPH to obtain health indicator data for large demographic subgroups across geographic regions of the County, including County Service Planning Area(s) (SPA) and Health Districts (HDs).

On-going assessment of the health status of County residents is a core function of DPH. The LACHS is DPH's primary vehicle for gathering information on a broad range of public health issues including access to care (e.g., insurance status, regular source of care, cost as a barrier), utilization of preventive health services (e.g., mammography, Pap testing), health behaviors (e.g., fruit and vegetable consumption, physical activity, smoking, alcohol use), and demographic factors that are underlying determinants of health (e.g., race/ethnicity, income, education) for County residents.

The LACHS has two components: 1) a survey of randomly selected, non-institutionalized adults (hereinafter "Adult Survey"); and 2) a survey of parents/guardians/adults of children under age 18 (hereinafter "Child Survey") who live in the household and take primary responsibility for the health of the randomly selected child.

The LACHS data is also used to assess the health-related needs of County residents (also referred to as "respondents"), for program and policy development and for program evaluation by collecting and disseminating population-based health information to plan, evaluate, and develop policy, and to better serve County communities engaged in improving the health status of their County residents. The LACHS provides reliable County resident estimates for selected key health indicators, identifies disparities across population subgroups (socio-demographically as well as geographically), monitors health trends over time, and compares the health of County residents with State and national data, such as Healthy People 2020.

Additionally, the LACHS data serves as a valuable information resource for other County departments, public agencies, academic institutions, and a range of other organizations throughout the County and is broadly disseminated through published reports (e.g., Los Angeles Health briefs, Data Snapshots, the Key Indicators of Health by Service Planning Area, etc.), conference presentations, peer-reviewed manuscripts, DPH's website, and through customized data requests for users throughout the County.

The collection of geographic information on LACHS respondents is an essential part of the process. Increasingly, LACHS stakeholders (e.g., other County departments and public agencies) desire LACHS data at the local level, such as residential address. When respondents do not wish to provide their residential address, data collection is attempted to obtain the nearest cross streets, as well as city of residence and/or zip code. To allow for thorough geographical coding and flexibility in the analysis and reporting of LACHS results, during data processing, respondents are assigned to a census tract, SPA, and Health District. Additionally, to properly address the root causes of poor health, the LACHS looks beyond risk factors for individual disease to factors in the physical and social environment that influence health, such as land use, safety, poverty, and educational attainment.

The 2014 LACHS will build on six previous surveys conducted in 1997, 1999, 2002, 2005, 2007, and 2011. Each LACHS repeats some items so indicators can be tracked over time; however, in order to gather data on emerging local health issues, new items (as many as 50%) may be developed, and others replicated from previous sampling and methodology to maximize comparability between survey periods.

Declining respondent rates have been a challenge not just for the LACHS, but for all telephone surveys conducted by leading survey research organizations in the U.S. in recent years. In the County, telephone surveys are particularly difficult to execute. For the 2011 Adult Survey, the response rate was 34.8% for the landline survey, 23.1% for the cell phone survey, and 28.4% combined. For the Child Survey, the rate was 21.7% for the landline survey, 30.2% for the landline supplemental survey, 13.6% for the cell phone survey, and 20.2% combined. The respondent rates achieved in the 2011 LACHS were notably better than those achieved in the 2007 LACHS (18% for Adult Survey and 15% for Child Survey). The LACHS procedures employed in the implementation of the 2011 LACHS have yielded accurate and reliable data for both the Adult Survey and Child Survey.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

2.1 All changes must be made in accordance with Paragraph 7, Alteration of Terms/Amendments of the Contract.

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

3.1 Method of monitoring to ensure that Contract requirements are being met;

- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 37, County's Quality Assurance Plan of the Additional Provisions.

4.1 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 TERMS AND DEFINITIONS

The following are definitions of several basic terms that are used throughout the Statement of Work and Scope of Work:

- 5.1 Adult: a person who is 18 years of age or older at the time of the interview process for participation in the Adult Survey.
- 5.2 Adult Survey: a survey of randomly selected, non-institutionalized adults living in a household, which consists of interviews approximately 25 minutes in length consisting of approximately 180-200 questions.
- 5.3 Child: a person who is younger than 18 years of age at the time of the interview process for participation in the Child Survey.
- 5.4 Child Survey: administered to the parent/guardian or adult in the household most knowledgeable about the health and daily routines of a randomly selected child who is younger than 18 years of age.
- 5.5 Computer-assisted Telephone Interviewing (CATI): a telephone surveying technique in which the interviewer follows a script provided by a software application.
- 5.6 Health Districts: are used primarily by DPH to plan and manage health service delivery across the County. There are 26 Health Districts (HD) within the County.
- 5.7 Random Digit Dialing (RDD): a method for selecting survey respondents for involvement in telephone statistical surveys by generating telephone numbers at random.

- 5.8 Service Planning Area (SPA): a specific geographic region within the County. Due to the large size of the County (4,300 square miles), it has been divided into eight SPA geographic areas. These distinct SPA regions allow DPH to develop and provide more relevant public health and clinical services targeted to the specific health needs of the residents in these different areas. Please refer to Attachment 1 (Los Angeles County Department of Public Health Map) for a map of County SPAs and HDs.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 23, Administration of Contract of the Additional Provisions. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 7, Alteration of Terms/Amendments.

CONTRACTOR

6.2 Project Manager

- 6.2.1 Project Manager shall act as a central point of contact with the County.
- 6.2.2 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.3 Personnel

- 6.3.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.
 - 6.3.1.1 Contractor's survey sampling statisticians must be able to develop complex sampling designs, including oversampling of designated areas, **and** be able to address such complex issues as a) weighting survey results including combining

cell phone and landline survey respondents using an iterative raking procedure; b) weighting of the sub-samples; and c) weighting of the dual frame used to capture Child Survey respondents resulting in weights that can be used to project survey results that will be representative of the designated area sampling and compute statistical testing of that data;

6.3.1.2 Contractor's CATI programmers must be qualified and be able to routinely design highly complex questionnaires and employ programming strategies used to maximize accuracy and consistency in the recording of responses to survey interview questions and incorporate edit, range, and consistency checks in CATI to ensure that survey records accurately reflect respondents' reports.

6.3.2 Contractor shall be required to background check their employees as set forth in Paragraph 23, Sub-paragraph D – Background and Security Investigations, of the Contract – Additional Provisions.

6.4 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

6.5 Training

6.5.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

6.5.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment.

6.6 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 9:00 p.m. Pacific Time, Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within twenty-four (24) business hours of receipt of the call.**

7.0 HOURS/DAY OF WORK

The Contractor shall conduct services/activities during their proposed hours of operation. The Contractor shall be required to submit days and hours of operation to

DPH, for approval, prior to beginning services under the Contract. Contractor will be required to submit and comply with the approved days and hours of operation and notify DPH of all observed holidays (i.e., office closure dates).

8.0 WORK SCHEDULES

- 8.1 Contractor shall submit for review and approval a work schedule to the County Project Director within ten (10) business days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.
- 8.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within five (5) working days prior to scheduled time for work.

9.0 UNSCHEDULED WORK

- 9.1 The County Project Manager or his designee may authorize the Contractor to perform unscheduled work when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.
- 9.2 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the County Project Director or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.
- 9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County's Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit an invoice to County's Project Director within five (5) working days after completion of the work.
- 9.4 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.
- 9.5 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

10.0 SPECIFIC WORK REQUIREMENTS

DPH develops, analyzes and disseminates the data resulting from the LACHS, and will work closely with the Contractor on the 2014 LACHS. The Contractor shall be responsible for providing the following services as outlined below and the activities included in Exhibit B (Contractor's Scope of Work).

- 10.1 Conduct the 2014 LACHS in a minimum of six (6) languages: English, Spanish, Mandarin, Cantonese, Korean, and Vietnamese.
- 10.2 Implement two LACHS components: 1) Adult Survey, which shall include sub-sample surveys; and 2) Child Survey.
- 10.3 Administer Adult Survey interviews approximately 25 minutes in length each, consisting of approximately 180-200 questions, conducted with a randomly-selected non-institutionalized adult living in a household, for a total of a minimum of 8,000 completed interviews. The 2014 LACHS adult interviews shall include up to eight (8) sub-sample questionnaires, each averaging 2 minutes in length and consisting of 10-15 questions. Each Adult Survey respondent shall be randomly assigned to one sub-sample to answer additional questions on topics such as tobacco policy, alcohol policy, emergency preparedness, nutrition, and child health policy. The sub-samples allow DPH to maximize the diversity of information obtained in the survey and add greatly to the number of data elements collected in the survey.
- 10.4 Administer Child Survey interviews to the parent/guardian/adult most knowledgeable about the health and daily routines of a randomly selected child in the household. These interviews are to be 15-25 minutes in length, depending upon the age of the referent child; and, consist of approximately 140-170 questions, for a total of a minimum of 6,000 completed interviews. To obtain this sample, it is necessary to recruit eligible respondents from the Adult Survey interviews as well as conduct additional RDD interviews with eligible respondents. Data from the same household collected in the Adult and Child Survey interviews must be linked.
- 10.5 Implement separate questionnaires for the 2014 LACHS Adult and Child Surveys. DPH staff shall be responsible for the development of the content in each survey questionnaire; however, the selected Contractor must be able to provide technical assistance and advice to Office of Health Assessment and Epidemiology (OHAE) on aspects of the questionnaire design, i.e., question development, question flow/skip patterns, and maximization of questionnaire efficiency.
- 10.6 The 2014 LACHS design must use an RDD sampling strategy and be representative of (and generalizable to) all households and non-institutionalized adults and children in the County. In addition, the sample must accurately represent the geographic areas for all eight County SPAs. Using RDD techniques and any proposed methods for over-sampling, a sample of at least 500 households must be obtained in each SPA, for both the Adult and Child Surveys. Oversampling of other County geographic areas may be incorporated into the LACHS methods.
- 10.7 Implement a cell phone sample to improve sampling coverage due to the increased prevalence of County households that do not have a landline telephone. A minimum of twenty-one percent (21%) completing the Adult Survey

should be cell phone-only users and at least twenty percent (20%) completing the Child Survey should be cell phone-only users.

- 10.8 Contractor's telephone research center must have the capacity to complete 14,000 interviews over an 8 to 10 month period.

11.0 GREEN INITIATIVES

- 11.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 11.2 Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

LOS ANGELES COUNTY HEALTH SURVEY SCOPE OF WORK

CONTRACTOR NAME ABT SRBI, INC.CONTRACT NO. PH-

MEASURABLE OBJECTIVES AND SERVICES	IMPLEMENTATION ACTIVITIES	PROPOSED TIMELINE	METHODS OF EVALUATION AND DOCUMENTATION
Objective 1 Planning for 2014 Survey			
	Vendor meets with County staff (OHAE) to discuss study design and process, sample size, methods to maintain/improve data quality, dual frame methodology, and address based sampling.	May 2014-August 2014	Submit plan for response/cooperation incentives; develop plan for achieving adequate sample size and targeting areas designated for oversample; determine approach for reaching cell phone users. Merry, ZuWallack and Battaglia will be responsible for these tasks. Methods to also include consultation with DPH staff and community programs; in-depth analysis of previous surveys to refine methods. Sample purchase order will include cell phone lists to achieve the number of required cell phone only households. The cell phone strategy will utilize a dual-overlapping frame design. In this method, we allow all qualifying households who were contacted from the cell phone sample to complete the interview. Cell phone sample completes which are cell phones only households will count towards that sub-quota. Based on meetings and preliminary research, a final design plan will be submitted to DPH with the outline for the approach to the requirements of the RFP.
SPECIFIC TASKS : <ul style="list-style-type: none"> • Methods to identify a representative sample • Sampling methods to assure representation of racial/ethnic minorities • Methods for 500 completes per SPA for both the Adult and Child surveys • Methods for 500 0-5 year old Child Survey completes in Best Start communities • Arrange for sample purchase • Refine methods to identify and meet completion goals for cell phone only users • Finalize respondent selection methods • Final design plan report submitted 			
Objective 2: Prepare Survey Instruments; Program Questionnaire onto CATI or Web System			
	Review and revise questionnaire drafts with OHAE staff, with input from various DPH programs and community partners. Program questionnaire onto CATI system, review flow and skip patterns.	May 2014-July 2014	Upon receiving the draft questionnaires, Merry, Evans and Rude will work with the DPH and community partners to identify topics where: 1) new questions are needed; 2) problems were encountered in the past; and 3) revisions are necessary. It is assumed that no more than half of the Adult and Child surveys' questions will be new. For areas needing new topics, Evans will provide questions from other surveys on the topics for the DPH. Merry and Evans will assess the questionnaires and submit initial written recommendations by 5/15/14. ZuWallack and Battaglia will also confirm that all questions required for weighting are included in the questionnaire in the appropriate format. A draft version of all the questionnaires will be available by the beginning of June. Questionnaires will be programmed upon approval by DPH in Quancept. All questionnaires will be programmed by the end of June. Remote testing will be available to DPH staff in early July. Evans and Rude will test all CATI programs internally to ensure that the program matches the questionnaire, test scenarios, and autopilots with data sets to check the programming. A log of all changes will be kept and the programs checked for updates.
SPECIFIC TASKS: <ul style="list-style-type: none"> • Conduct literature searches as necessary for new questions • Assess the questionnaires for flow, question and response coherence • Correspond with program and community partners to finalize questions • Ensure that questionnaires conform to required length parameters • Receive final approval for questionnaire before start of fieldwork • Pass final questionnaire to programming • Program adult, sub-sample and child questionnaires in Quancept CATI • Test CATI programs and debug • Correct CATI errors, document changes • Final CATI programs and questionnaires submitted to DPH 			

MEASURABLE OBJECTIVES AND SERVICES	IMPLEMENTATION ACTIVITIES	PROPOSED TIMELINE	METHODS OF EVALUATION AND DOCUMENTATION
Objective 3: Develop Samples			
	Identify key sampling statisticians that will oversee and perform all the sample related activities for the LACHS. Determine sampling strategies in conjunction with the County. Develop landline and cell phone random digit dial telephone samples	May 2014-July 2014	ZuWallack, in consultation with Battaglia, will oversee and perform all the sample related activities for the LACHS. First, all information about the target sample will be collected and all documentation on previous sample design for the LACHS will be collected. Additionally, a series of meetings will be conducted with set agendas with the DPH and other community partners to understand the necessary outcomes from the project on all applicable levels. Any shortcomings with previous data collection will be noted. ZuWallack and Battaglia will use this information to develop a draft sampling strategy to be distributed to all key stakeholders. Based on feedback to this plan, the final sample plan will be developed and submitted to the DPH. Upon approval, ZuWallack and Battaglia will design the size and distribution of the RDD sample and the cell phone sample. Sample will be ordered immediately to ensure timely delivery.
SPECIFIC TASKS: <ul style="list-style-type: none"> Meet with County staff and Community partners to discuss sampling requirements and problems with previous samples Prepare draft sampling strategy to meet the targets for the Adult and Child surveys (total number per SPA and cell phone only allocation) Incorporate feedback into draft strategy to produce final strategy Based on the final sample design, determine the RDD sample parameters such as size and distribution Based on final sample design, determine the cell phone sample parameters such as required sample size 			Sample design assumptions: <ul style="list-style-type: none"> 8,000 Adult Survey interviews with at least 500 interviews completed in each SPA At least 21% of the Adult Survey respondents will be cell phone only 6,000 Child Health Survey interviews with a "sufficiently knowledgeable adult" proxy, and at least 500 interviews completed in each SPA At least 20% of the Child Survey respondents will be cell phone only At least 500 0-5 year old Child Survey interviews completed in Best Start communities
Objective 4: Initial Telephone Pretest			
	Conduct small-scale pretest of English-language questionnaire. Report findings and present recommendations for revisions to English language questionnaire.	June 2014	Merry and Evans will be in charge of conducting the pretest. Eight interviewers will be trained on the instruments and then conduct the pretest interviews. The adult questionnaire and child questionnaire will be tested on 30 eligible respondents each in English. DPH staff could also monitor the pretest remotely. Every interview would be monitored by staff with a specific list of items to note. Evans would also debrief the interviewers to ask if they had any problems with specific questions being understood. The notes would be studied for problem questions or other interview issues. Evans will prepare a report on the findings of the pretest and make specific recommendations for changes to the questionnaires. Upon DPH approval, any recommended changes will be made to the instruments.
SPECIFIC TASKS: <ul style="list-style-type: none"> Conduct pretest with 30 English-speaking respondents for adult questionnaire Conduct pretest with 30 English-speaking respondents for child questionnaire Prepare pretest findings identifying possible problem questions Revise questionnaires based on pretest results 			

MEASURABLE OBJECTIVES AND SERVICES	IMPLEMENTATION ACTIVITIES	PROPOSED TIMELINE	METHODS OF EVALUATION AND DOCUMENTATION
Objective 5: Questionnaire Translations			
	Translate the survey instruments into non-English languages (at minimum Spanish, Mandarin, Cantonese, Korean and Vietnamese).	May 2014 – July 2014	Evans and Rude will be in charge of all translations. Translation companies such as G3 Translate will be identified that have specific expertise in each of the target languages. The Spanish translation will be appropriate for Mexican Spanish speakers. Evans and Rude will identify any questions from earlier rounds of the LACHS that remain the same and have previously been translated. These translations will be used to keep consistency across surveys. After receiving the translation, the translated questionnaire will be submitted to an internal reviewer, fluent in the appropriate language and experienced with bilingual telephone interviewing for a thorough review of the quality and accuracy of the original translation. Rude will coordinate the internal reviewer's findings with the original translator for feedback before making final changes. The translated questionnaires will be submitted to DPH and the Spanish questionnaire will be sent to Quancept programming. Once programmed, the CATI will be thoroughly checked. The Asian language versions will be administered using specially formatted paper questionnaires. The bilingual interviewer will follow the English CATI script on-screen while reading the appropriate questions from the paper questionnaire, but will enter the response directly into CATI. DPH will also provide feedback and recommended changes after conducting an internal review of their own. These changes will be coordinated by Rude with the initial translation firm in order to determine which items were necessary to change. DPH will be provided with this feedback and will ultimately determine which changes they wish to implement.
SPECIFIC TASKS: <ul style="list-style-type: none"> Identify translation company with expertise in the five survey languages Identify repeat questions with a translation from earlier rounds of LACHS Submit questionnaires to translation firm with expertise in target language Submit translated questionnaires to internal reviewer and receive comments and recommended changes Resolve translation differences with translation firm for final questionnaire Submit translated questionnaires to DPH DPH provides feedback and recommended changes after review Original translation firm is provided w/DPH comments and provides feedback DPH receives feedback and determines which changes to implement Submit final Spanish translation to CATI programmers Prepare interviewer-ready paper questionnaires for the 4 Asian language versions Check and correct Spanish CATI program 			
Objective 6: Pilot Testing			
	Conduct formal pilot test. Recommendations for final survey revisions.	July 2014	ZuWallack and Battaglia will develop a sampling plan for formal pilot test, making sure that speakers of Spanish, Mandarin, Cantonese, Vietnamese and Korean will be adequately represented. Non-English speakers will be identified during the pre-test and from Spanish and Asian language surname lists generated by the sample vendor. Merry and Evans will oversee the execution of the pilot test, which will test all aspects of both the adult and child surveys and all subsample splits. Each survey will be conducted with at least 50 respondents, and at least three interviews will be conducted in each of the five foreign languages. Evans will be responsible for writing up the results of the pilot test and providing recommendations to DPH for final survey revisions.
SPECIFIC TASKS : <ul style="list-style-type: none"> Develop sampling plan for formal pilot test, oversampling speakers of Spanish, Mandarin, Cantonese, Vietnamese and Korean. Draw and load sample for pilot Conduct pilot test with 50 respondents for adult questionnaire (include at least three respondents in each survey language) Conduct pilot test with 50 respondents for child questionnaire (include at least three respondents in each survey language) Provide recommendations to DPH for final survey revisions based on the results of the pilot test 			

MEASURABLE OBJECTIVES AND SERVICES	IMPLEMENTATION ACTIVITIES	PROPOSED TIMELINE	METHODS OF EVALUATION AND DOCUMENTATION
Objective 7: Data Collection			
	Train telephone interviewer staff. Interviewer briefing on questionnaire implementation. Conduct interviews and monitor interviews in conjunction with County. Provide interim status reports to County.	July 2014 – April 2015	Evans and Rude will be in charge of preparing for and overseeing the data collection. Evans and Rude will develop the FAQs and information sheets that give the interviewers succinct guidelines and draft the training manual. Evans and Merry will document the confidentiality procedures and prepare forms for everyone working on the project to sign. Evans will conduct the training over a two day period with the Adult survey training on the first day and the Child survey training on the second. Retraining will be conducted as needed with a regular follow-up after one month of interviewing. Monitoring will begin immediately. DPH staff can monitor remotely as desired. An agreed upon monitoring schedule can be developed. Evans will provide the weekly status report which will include, at a minimum, the number of completes, partials, refusals, amount of good sample, and interim response and cooperation rates. Evans will manage the sample to meet Adult and Child survey completion goals. We will manage the sample for the Child Survey to complete at least 500 0-5 year old Child interviews in Best Start communities through sample stratification and oversampling of 0-5 year old households in Best Start Communities if needed.
SPECIFIC TASKS : <ul style="list-style-type: none"> Develop FAQs and information sheet for interviewers Develop training manual Clarify and document confidentiality procedures Conduct training with participation of DPH Conduct retraining as needed Initiate data collection Conduct periodic monitoring of interviewers by supervisors, staff and DPH Provide weekly status reports of agreed upon progress measures Complete 8,000 Adult Survey interviews and ensure that at least 500 interviews are completed in each SPA At least 21% of the Adult Survey respondents will be cell phone only Complete 6,000 Child Survey interviews with a "sufficiently knowledgeable adult", ensuring that at least 500 interviews are completed in each SPA and at least 500 interviews are completed with families of 0-5 year olds in Best Start communities At least 20% of the Child Survey respondents will be cell phone only 			
Objective 8: Data Cleaning and Processing			
	Merge data files onto computer. Prepare data editing guidelines for each of the surveys upon completion of the questionnaires, which will include developing data consistency and validation checks. Post-interview coding of cross-street information. Data cleaning and file checking.	May 2015	Rude will be charged with overseeing all data processing duties. He will work with the data processing department to prepare data editing guidelines for each of the surveys upon completion of the questionnaires. This will include developing data consistency and validation checks. As soon as 100 interviews are completed, Rude will analyze these data and determine if any inconsistencies exist which will either be addressed through programming or post-collection editing. Data collection will end by April 30, 2015 and the data files will be prepared for submission to DPH in May. All data will be edited as it is collected with additional editing post data collection. Michalowski will be in charge of the address/cross-street coding, which will occur in real-time during data collection. Michalowski and his department will review and geocode any cases that could not be geocoded during the interview. Any coding of open-ended or other, specify responses will be completed by DPH.
SPECIFIC TASKS : <ul style="list-style-type: none"> Develop editing guidelines Develop data consistency and validation checks Post-interview coding of address/cross-street information Merge data files Edit the data for any errors 			

MEASURABLE OBJECTIVES AND SERVICES	IMPLEMENTATION ACTIVITIES	PROPOSED TIMELINE	METHODS OF EVALUATION AND DOCUMENTATION
Objective 9: Sample Weights And Populations Estimates			
	Calculate population- and household-level weights for Adult and Child Surveys. Weights will be raked to population totals to ensure accurate representation of the county population. Document the process and calculations used to determine weights.	May 2015 – June 2015	ZuWallack and Battaglia will be in charge of calculating all the sample weights and providing complete documentation about how the weights were obtained. DPH will be consulted with regard to the data used for weighting. The weights to be developed will include those for the household level, the individual level, the child sample and incorporate all cell phone participant characteristics to ensure accurate representation of the county population. The weights will allow the tabulations to be at the county population level as well as weights appropriate for use in conducting statistical testing. The process for developing all the weights and combining them will be thoroughly documented to allow all data users to understand all steps involved in their calculation and how to correctly use them.
SPECIFIC TASKS : <ul style="list-style-type: none">Develop the household and population weights for the Adult Survey, including subsamples and Child Survey—using Census control totalsEnsure that weights are applicable for county and population totalsDocument the process and calculations used to determine weights			
Objective 10: Prepare Data Files and Reports			
	Prepare data set and deliver to County with documentation. Provide written methodology documenting survey procedures, analysis of sample performance, weighting procedures, and other study details.	June 2015 - July 2015	Rude will be in charge of preparing all data files. He will work with the DPH and view the previous files to prepare a data layout document which will specify the position of every variable. We will attempt to keep similar naming for questions that were previously included in the LACHS to ensure ease of use of multiple years of data collection. Based on the data layout, Rude will construct the clean data files and deliver them in SAS. Merry and Evans will be in charge of preparing the survey documentation which will include a methods report (incorporating the sampling and weighting documentation) that will include a detailed description of all the procedures used for the survey (questionnaire development, pretest and pilot, interviewer training, the training manual, editing procedures, and a final disposition report for every case). Rude will work with ZuWallack and Battaglia to deliver a final, weighted SAS data set by the beginning of July.
SPECIFIC TASKS: <ul style="list-style-type: none">Develop data layoutDeliver unweighted data sets in SAS to DPHDeliver documentation including:<ul style="list-style-type: none">Methodology report including survey procedures, sample performance, weighting calculationsDeliver data sets with weights in SAS to DPH			
Objective 11: Post-Survey Consultation			
	Respond to County questions and inquiries as needed.	July 2015 and following	Merry, Evans, Rude, ZuWallack and Battaglia will be available for additional consultation as needed if questions or unforeseen data needs arise.
SPECIFIC TASKS: <ul style="list-style-type: none">Availability of core team for consultation concerning procedures and findings of LACHSStaff attendance at presentations of the data findings			

Exhibit C

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH LOS ANGELES COUNTY HEALTH SURVEY

CONTRACTOR NAME: ABT SRBI, INC.

CONTRACT NO.: PH-

BUDGET TERM: 30 MONTHS

A.	PERSONNEL: FULL-TIME	Monthly Salary	# of Months	% of Time	TOTAL
	1. <u>Lead Statistician / Randal ZuWallack</u>	<u>11,641.62</u>	<u>30</u>	<u>2.3%</u>	<u>\$8,060</u>
	2. <u>Statistical Support</u>	<u>5,463.50</u>	<u>30</u>	<u>2.3%</u>	<u>\$3,782</u>
	3. <u>GIS Specialist / Timothy Michalowski</u>	<u>7,987.62</u>	<u>12</u>	<u>2.4%</u>	<u>\$2,304</u>
	4. <u>PQA / Andy Weiss</u>	<u>22,832.58</u>	<u>30</u>	<u>1.2%</u>	<u>\$7,904</u>
	5. <u>Project Coordinator / Tara Merry</u>	<u>12,309.23</u>	<u>30</u>	<u>9.6%</u>	<u>\$35,507</u>
	6. <u>Project Director / Andrew Evans</u>	<u>9,570.13</u>	<u>30</u>	<u>15.4%</u>	<u>\$44,170</u>
	7. <u>Data Operations Manager / Jesse Rude</u>	<u>7,661.34</u>	<u>30</u>	<u>11.5%</u>	<u>\$26,520</u>
	8. <u>Survey Operations Support</u>	<u>5,463.50</u>	<u>30</u>	<u>3.8%</u>	<u>\$6,304</u>
	9. <u>Geocoding Analyst</u>	<u>3,300.68</u>	<u>12</u>	<u>8.7%</u>	<u>\$3,428</u>
	10. <u>Sampling Manager</u>	<u>6,017.30</u>	<u>12</u>	<u>4.1%</u>	<u>\$2,951</u>
	11. <u>CATI Programmer</u>	<u>7,691.98</u>	<u>12</u>	<u>3.6%</u>	<u>\$3,328</u>
	12. <u>Data Processing Support</u>	<u>9,195.40</u>	<u>30</u>	<u>0.8%</u>	<u>\$2,122</u>
	13. <u>Operations Executive</u>	<u>16,002.27</u>	<u>10</u>	<u>9.3%</u>	<u>\$14,859</u>
	14. <u>Telephone Center Manager</u>	<u>6,538.27</u>	<u>10</u>	<u>37.1%</u>	<u>\$24,286</u>
	15. <u>Telephone Center Shift Coordinator</u>	<u>3,391.02</u>	<u>10</u>	<u>167.1%</u>	<u>\$56,680</u>
	16. <u>Executive Interviewers</u>	<u>2,501.72</u>	<u>10</u>	<u>427.2%</u>	<u>\$106,861</u>
	Sub-Total Full-Time Personnel				\$349,066
B.	<u>EMPLOYEE BENEFITS (FULL-TIME)</u>				
	Employee Benefits Rate @ <u>38.81%</u>				
	Total Employee Benefits (Full-Time)				\$135,473
	TOTAL FULL-TIME PERSONNEL & EMPLOYEE BENEFITS				\$484,539

C.	PERSONNEL: PART-TIME	Monthly Salary	# of Months	% of Time	TOTAL
	1. <u>NONE</u>	-	-	-	\$0
	2. _____	-	-	-	\$0
	3. _____	-	-	-	\$0
	Sub-Total Part-Time Personnel				\$0
D.	<u>EMPLOYEE BENEFITS (PART-TIME)</u> Employee Benefits Rate @ _____% Total Employee Benefits (Part-Time)				\$0
	TOTAL PART-TIME PERSONNEL & EMPLOYEE BENEFITS				\$0
E.	PERSONNEL: HOURLY	Hourly Rate	# of Hours		TOTAL
	1. <u>English Telephone Interviewers</u>	<u>\$9.10</u>	<u>22,250</u>		<u>\$202,430</u>
	2. <u>Spanish Telephone Interviewers</u>	<u>\$10.52</u>	<u>5,924</u>		<u>\$62,289</u>
	3. <u>Non-English/Spanish Telephone Interviewers</u>	<u>\$22.95</u>	<u>1,516</u>		<u>\$34,787</u>
	4. <u>Telephone Center Production Assts.</u>	<u>\$13.47</u>	<u>4,829</u>		<u>\$65,0652</u>
	Sub-Total Hourly Personnel				\$364,569
F.	EMPLOYEE BENEFITS (HOURLY) Employee Benefits Rate @ <u>8.47</u> % Total Employee Benefits (Hourly)				\$30,879
	TOTAL HOURLY PERSONNEL & EMPLOYEE BENEFITS				\$395,448
G.	GRAND TOTAL PERSONNEL AND EMPLOYEE BENEFITS				
	Total Personnel Full-Time and Employee Benefits				\$484,539
	Total Personnel Part-Time and Employee Benefits				\$0
	Total Personnel Hourly and Employee Benefits				\$395,448
	GRAND TOTAL PERSONNEL AND EMPLOYEE BENEFITS				\$879,986

Proposer's Budget

H.	OPERATING EXPENSES				
	1. <u>Sample purchase</u>				<u>\$15,078</u>
	2. <u>Telephone line charges-Direct program charge</u>				<u>\$45,116</u>
	3. <u>Printing/Mailing supplies</u>				<u>\$667</u>
	4. <u>Postage</u>				<u>\$3,253</u>
	5. <u>Administration and support staff labor</u>				<u>\$333,044</u>
	6. <u>Facilities, including rent, utilities, equipment, maintenance, telecommunications</u>				<u>\$226,629</u>
	7. <u>Other operating expenses (software licensing, insurance, payroll etc.)</u>				<u>\$127,135</u>
	TOTAL OPERATING EXPENSES				\$750,923
I.	EQUIPMENT				
	1. <u>NONE</u>				<u>\$0</u>
	2. _____				<u>\$0</u>
	3. _____				<u>\$0</u>
	TOTAL EQUIPMENT				\$0
J.	MILEAGE & TRAVEL				
	1. <u>NONE</u>				<u>\$0</u>
	2. _____				<u>\$0</u>
	TOTAL MILEAGE & TRAVEL				\$0
K.	SUBCONTRACTORS				
	1. <u>Battaglia LLC</u>				<u>\$20,000</u>
	2. <u>G3 Translate</u>				<u>\$15,000</u>
	TOTAL SUBCONTRACTORS				\$35,000
L.	OTHER COSTS				
	1. <u>Incentives</u>				<u>\$66,720</u>
	2. _____				<u>\$0</u>
	TOTAL OTHER COSTS				\$66,720
M.	TOTAL DIRECT COSTS (G - L)				\$1,732,629
N.	INDIRECT COSTS (Max. 10% of Total Direct Costs)				\$166,590
O.	TOTAL PROPOSED BUDGET (M - N)				\$1,899,219

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)
CONTRACTOR'S OBLIGATION AS OTHER THAN BUSINESS ASSOCIATE
UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
(HIPAA) OF 1996

It is the intention of the parties that Contractor will provide the County with de-identified data. Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its officers, employees, and agents are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify the applicable DPH Program Director that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, or agents from and against any and all liability, including but not limited to actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligation as described herein in this regard.